

Fitzgerald & Associates, P.C.

By: Nicholas Fitzgerald Esq. -- NF/6129

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Attorney for Debtor

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY -- NEWARK  
-----X

**Chapter 13**

In re:

Nuzhet Khan  
-----X

Case No. 24-13523-RG

Ret. Date: 7/17/24

**ATTORNEY'S RESPONSE TO OBJECTION TO DEBTOR'S MOTION TO EXPUNGE  
CLAIM AND POTENTIAL REQUEST FOR TRIAL DATE**

I, Nicholas Fitzgerald, the above named debtor's counsel, hereby responds to PNC's objection to the debtor's motion to expunge proof of claim number 3 and potential request for a trial date.

1. The debtor has signed a certification under oath that she does not owe any money to PNC Bank as alleged in proof of claim number 3-1. That statement alone rebuts the objector's assertion that the claim they filed is "prima facie evidence of the validity and amount of the claim." The prima facie assertion has been rebutted by the debtor's statement under oath that she doesn't owe the money.

2. If necessary, the debtor would like a **trial date** to enable her to testify under oath that she does not owe the money claimed in proof of claim number 3-1.

3. The objection to the debtor's motion to expunge claim is somewhat bizarre. The objection to the motion repeatedly

states that PNC Bank has a "secured" claim and yet the unsecured box is checked on the claim. See Exhibits A & B.

4. Moreover, paperwork unrelated to the case at bar is attached to its motion -- namely an order resolving a stay relief motion in the Trisha V Lacy case number 23-11657-CMG. See Exhibit A.

5. In support of its objection to the debtor's motion to expunge PNC's claim, Exhibit A filed by the creditor, is a payment history entitled "Mortgage and Case Information." There is no proof or other documentation showing that PNC Bank holds a mortgage on the debtor's real property.

6. Further, in support of its objection to the debtor's motion to expunge PNC's claim, attached to Exhibit A filed by the creditor, the payment history provided by the creditor has small letters at the bottom of the page which state that "This information is confidential and intended for internal use only. It should not be relied upon and/or used for financial reporting purposes and it is not intended for publica."

7. Moreover, on its face the debtor does not appear to be responsible for the debt claimed owed to PNC Bank. At the top of the billing statement included with the original proof of claim, the card is listed as a "Business Card" and the bill is addressed to "Nuzhet Khan True Goal LLC." Since this is listed as a business credit card, it appears that it is "True Goal LLC" which owes the debt. Of course, if only True Goal LLC is liable on the debt, the proof of claim should be expunged. The claim

fails to include a copy of loan documents signed by the debtor which would indicate that the debtor is personally liable on the debt. See Exhibit B.

7. A close examination of the facts presented herein show that the creditor has not even presented "prima facie" evidence of the validity of PNC's claim. There is no attached lending or credit card agreement indicating that the debtor is personally liable on the debt. All that we have is a billing statement regarding a "Business Card" with money allegedly owed by "True Goal LLC" and an alleged printout regarding "Mortgage and Case Information."

8. In sum, what we have here is the following:

a) An original proof of claim filed as "unsecured" on a business credit card apparently on a debt owed by True Goal LLC.

b) An objection to the debtor's motion to expunge the claim asserting a secured claim on a "mortgage" debt with an annexed payment history on a mortgage debt which lacks the debtor's name thereon and which states at the bottom in small letters that "this information is confidential and intended for internal use only. It should not be relied upon and/or used for financial reporting purposes and it is not intended for publica."

c) We have no original signed loan document containing the debtor's name thereon.

9. The bottom line is that **if** this response is insufficient for the Court to rule in the debtor's favor, the debtor would like an opportunity to testify under oath that she does not owe the money claimed owed in proof of claim number 3-1.

Dated: July 10, 2024



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Nicholas Fitzgerald  
Debtor's Counsel

**Exhibit A -- Copy of Objection to the Debtor's Motion to Expunge PNC's Claim**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
**Caption in Compliance with D.N.J. LBR 9004-1(b)**

24-17875 BKOBJ01  
BROCK & SCOTT, PLLC  
302 Fellowship Rd, Suite 130  
Mount Laurel, NJ 08054  
(844) 856-6646  
Attorneys for PNC Bank, National Association

In Re:

Nuzhet Khan

Case No: 24-13523-RG

Hearing Date: July 17, 2024

Judge: ROSEMARY  
GAMBARDELLA

Chapter: 13

**PNC BANK, NATIONAL ASSOCIATION'S OBJECTION  
TO DEBTOR'S MOTION TO EXPUNGE PROOF OF CLAIM**

PNC Bank, National Association ("Secured Creditor"), by and through its undersigned counsel, files this *Objection to Debtor's Motion to Expunge Proof of Claim*, and in support thereof states as follows:

1. The Debtor filed a voluntary petition pursuant to Chapter 13 of the Bankruptcy Code on April 4, 2024.
2. The Debtor has a line of credit with the Secured Creditor pursuant to the Proof of Claim and attachments filed by the Secured Creditor on May 30, 2024.
3. The Debtor does not dispute the fact that the Proof of Claim is timely filed.
4. As such, Secured Creditor submits the filing of said claim "shall constitute prima facie evidence of the validity and amount of the claim." Fed. R. Bankr. P. 3001(f).
5. The Debtor fails to make any cognizable argument as to why the Secured

Creditor's claim should be expunged, and simply states: "I am absolutely positive that I am not personally responsible for the debt indicated in the attached proof of claim and that I do not owe any money in regards to the attached claim."

6. Secured Creditor is reviewing its records with regard to the Debtor's account and confirms that thirty eight (38) payments were received from the Debtor between 2019 and 2021. A payment history for Debtor's account is attached hereto as **Exhibit A**.

7. Secured Creditor reserves the right to supplement this response at or prior to the hearing.

WHEREFORE, Secured Creditor respectfully requests that this Honorable Court enter an Order denying the Debtor's Motion to Expunge Proof of Claim and for any other relief the Court deems just and necessary.

/s/Matthew Fissel

Matthew Fissel, NJ Bar No. 038152012  
Andrew Spivack, NJ Bar No. 018141999  
Jay Jones, NJ Bar No. 972011  
Attorney for Secured Creditor  
BROCK & SCOTT, PLLC  
3825 Forrestgate Drive  
Winston Salem, NC 27103  
Telephone: (844) 856-6646  
Facsimile: (704) 369-0760  
E-Mail: NJBKR@brockandscott.com

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
**Caption in Compliance with D.N.J. LBR 9004-1(b)**

24-17875 BKOBJ01  
BROCK & SCOTT, PLLC  
302 Fellowship Rd, Suite 130  
Mount Laurel, NJ 08054  
(844) 856-6646  
Attorneys for PNC Bank, National Association

In Re:

Nuzhet Khan

Case No: 24-13523-RG

Hearing Date: July 17, 2024

Judge: ROSEMARY  
GAMBARDELLA

Chapter: 13

**CERTIFICATION OF SERVICE**

1. I, Elizabeth Oliver:

☐ represent \_\_\_\_\_ in this matter.

☒ am the secretary/paralegal for BROCK & SCOTT, PLLC, who represents  
PNC Bank, National Association in this matter.

☐ am the \_\_\_\_\_ in this case and am representing myself.

2. On the undersigned date, I sent a copy of the following pleadings and/or  
documents to the parties listed in the chart below:

OBJECTION TO DEBTOR'S MOTION TO EXPUNGE PROOF OF  
CLAIM

3. I certify under penalty of perjury that the above documents were sent using  
the mode of service indicated.

Dated: July 10, 2024

/s/ Elizabeth Oliver  
Elizabeth Oliver

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
Nuzhet Khan 591 Summit Avenue, Suite 605B Jersey City, NJ 07306	Debtor	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
NICHOLAS FITZGERALD 649 NEWARK AVENUE JERSEY CITY, NJ 07306	Debtor's Attorney	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input checked="" type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
Marie-Ann Greenberg 30 Two Bridges Rd Suite 330 Fairfield, NJ 07004-1550	Chapter 13 Trustee	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input checked="" type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)



Office of the US Trustee One Newark Center Ste 2100 Newark, NJ 07102	US Trustee	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input checked="" type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
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\* May account for service by fax or other means as authorized by the court through the issuance of an Order Shortening Time.



Order Filed on August 17, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
Caption in Compliance with D.N.J. LBR 9004-1(b)

23-04721 BKMFR01  
BROCK & SCOTT, PLLC  
302 Fellowship Rd, Suite 130  
Mount Laurel, NJ 08054  
(844) 856-6646  
Attorneys for Freedom Mortgage Corporation

In Re:

TRISHA V LACY

Case No: 23-11657-CMG

Hearing Date: August 16,  
2023

Judge: CHRISTINE M.  
GRAVELLE

Chapter: 13

Recommended Local Form

☐ Followed

☒ Modified

**ORDER RESOLVING MOTION TO VACATE STAY  
AND/OR MOTION TO DISMISS  
WITH CONDITIONS**

The relief set forth on the following pages, numbered two (2) through three (3) is **ORDERED**.

DATED: August 17, 2023

A handwritten signature in cursive script, reading "Christine M. Gravelle".

Honorable Christine M. Gravelle  
United States Bankruptcy Judge

Applicant: Freedom Mortgage Corporation  
Applicant's Counsel: Matthew Fissel, Esquire, Brock & Scott, PLLC  
Debtor's Counsel: Laurence R. Sheller, Esquire  
Property Involved ("Collateral"): 12 Canal Crossing, Burlington Township, NJ 08016

Relief sought: ☒ Motion for relief from the automatic stay  
☐ Motion to dismiss  
☐ Motion for prospective relief to prevent imposition of automatic stay against the collateral by debtor's future bankruptcy filings

For good cause shown, it is **ORDERED** that Applicant's Motion is resolved, subject to the following conditions:

1. Status of post-petition arrearages:

- ☒ The Debtor is overdue for 3 months, from May 1, 2023 to July 1, 2023.  
☒ The Debtor is overdue for 1 payment at \$1,827.03, for 2 payments at \$1,774.15 per month.  
☐ The Debtor is assessed for \_\_\_\_\_ late charges at \$\_\_\_\_\_ per month.  
☐ Applicant acknowledges receipt of funds in the amount of \$\_\_\_\_\_ received after the motion was filed.  
☒ There is currently \$1,774.15 being held in Debtor's suspense account.

**Total Arrearages Due: \$3,601.18**

2. Debtor must cure all post-petition arrearages, as follows:

- ☐ Immediate payment shall be made in the amount of \$\_\_\_\_\_. Payment shall be made no later than \_\_\_\_\_.
- ☒ Beginning on August 1, 2023, regular monthly mortgage payments in the amount of \$1,774.15 shall resume.
- ☒ Beginning on August 1, 2023, additional monthly cure payments shall be made in the amount of \$600.20 for 5 months and \$600.18 for 1 month.
- ☐ The amount of \$\_\_\_\_\_ shall be capitalized in the Debtor's Chapter 13 plan. Debtor shall file a Modified Plan within 15 days of entry of this Order.

3. Payments to the Applicant shall be made to the following addresses:

☐ Immediate payment:

\_\_\_\_\_  
\_\_\_\_\_

☒ Regular monthly payment:

\_\_\_\_\_  
Freedom Mortgage / Attn: Bankruptcy  
Department, 10500 Kincaid Drive, Fishers, IN  
46037  
\_\_\_\_\_  
\_\_\_\_\_

☒ Monthly cure payment:

\_\_\_\_\_  
Freedom Mortgage / Attn: Bankruptcy  
Department, 10500 Kincaid Drive, Fishers, IN  
46037  
\_\_\_\_\_  
\_\_\_\_\_

4. In the event of Default:

☒ If the Debtor fails to make any regular monthly payment or any additional monthly cure payment within thirty (30) days of the date the payment becomes due, then the Applicant may obtain an Order vacating, terminating, and/or annulling the Automatic Stay as to the Collateral by filing, with the Bankruptcy Court, a Certification specifying the Debtor's failure to comply with this Order. At the time the Certification is filed with the court, a copy of the Certification shall be sent to the Chapter 13 Trustee, the Debtor, and the Debtor's attorney.

☒ If the bankruptcy case is dismissed or converted, this Agreement is void and the instant bankruptcy case will not act to impose the automatic stay against the Applicant's opportunity to proceed against its Collateral without further Order of the Court.

5. Award of Attorneys' Fees:

☒ The Applicant is awarded attorney fees of \$500.00, and costs of \$188.00.

The fees and costs are payable:

☒ through the Chapter 13 plan.

☐ to the Applicant within \_\_\_\_\_ days.

☐ Attorneys' fees are not awarded.

# EXHIBIT A

POC 410 Attachment

MSP POC 410 Attachment Report

For MSP Accounts (Post LT Transactions and Summary) Please use Tableau

Summary

Account Number	Location Code	Account Number Pre LT	Location Code Pre LT	Oldest Date	Source System	BKOF File Date	Charge Off Date	Last Date Current	Last Transaction	Last Date
1907	071125	1907	071125	01/17/2019	ORW	04/04/2024	08/31/2022	02/10/2022	09/10/2022	1

Part 2: Total Debt Calculation

BKOCASE Number	Debtor One SSN	Debtor Two SSN	Last4/Digits To Identify	Creditor	Servicer	Principal Balance	Deferred Principal	Interest Due	Fees
2413523	2086		1907	PNC BANK, N.A.	PNC BANK, N.A.	\$7,343.16	\$0.00	\$1,260.14	

Transactions

Account Number	Location Code	Transaction Date	Transaction Amount	Transaction Description	Extract Date	Transaction System	Current Due Date	Payment Due Date
1907	071125	11/24/2021	3199.01	Payment	11/25/2021	FDR	12/10/2021	12/10/2021
1907	071125	11/10/2021	2193.26	Payment	11/11/2021	FDR	11/10/2021	11/10/2021
1907	071125	11/08/2021	5274.25	Payment	11/09/2021	FDR	11/10/2021	11/10/2021
1907	071125	11/05/2021	2501.01	Payment	11/05/2021	FDR	11/10/2021	11/10/2021
1907	071125	09/23/2021	500	Payment	09/24/2021	FDR	10/10/2021	10/10/2021
1907	071125	07/16/2021	2691.36	Payment	07/18/2021	FDR	08/10/2021	08/10/2021
1907	071125	06/08/2021	1001.01	Payment	06/08/2021	FDR	06/10/2021	06/10/2021
1907	071125	06/01/2021	2596.69	Payment	06/01/2021	FDR	06/10/2021	06/10/2021
1907	071125	04/16/2021	3468.59	Payment	04/16/2021	FDR	05/10/2021	05/10/2021
1907	071125	02/26/2021	1501.01	Payment	02/28/2021	FDR	03/10/2021	03/10/2021
1907	071125	12/16/2020	4501	Payment	12/17/2020	FDR	01/10/2021	01/10/2021
1907	071125	11/23/2020	78.32	Payment	11/24/2020	FDR	12/10/2020	12/10/2020
1907	071125	10/26/2020	4100	Payment	10/27/2020	FDR	11/10/2020	11/10/2020
1907	071125	10/24/2020	1001	Payment	10/27/2020	FDR	11/10/2020	11/10/2020
1907	071125	09/30/2020	2765.37	Payment	10/01/2020	FDR	10/10/2020	10/10/2020
1907	071125	09/02/2020	1905	Payment	09/03/2020	FDR	09/10/2020	09/10/2020
1907	071125	08/18/2020	400	Payment	08/19/2020	FDR	09/10/2020	09/10/2020
1907	071125	07/20/2020	201	Payment	07/21/2020	FDR	08/10/2020	08/10/2020

POC 410 Attachment

1907	071125	05/16/2020	3300 Payment	05/19/2020	FDR	06/10/2020	06/10/2020
1907	071125	04/19/2020	330.53 Payment	04/20/2020	FDR	05/10/2020	05/10/2020
1907	071125	04/12/2020	201 Payment	04/13/2020	FDR	04/10/2020	04/10/2020
1907	071125	03/09/2020	2500 Payment	03/10/2020	FDR	03/10/2020	03/10/2020
1907	071125	03/01/2020	289 Payment	03/02/2020	FDR	03/10/2020	03/10/2020
1907	071125	01/15/2020	1011.84 Payment	01/15/2020	FDR	02/10/2020	02/10/2020
1907	071125	12/11/2019	3900 Payment	12/12/2019	FDR	12/10/2019	12/10/2019
1907	071125	11/20/2019	301 Payment	11/20/2019	FDR	12/10/2019	12/10/2019
1907	071125	10/30/2019	4194.1 Payment	10/31/2019	FDR	11/10/2019	11/10/2019
1907	071125	10/19/2019	301 Payment	10/20/2019	FDR	11/10/2019	11/10/2019
1907	071125	10/02/2019	4900 Payment	10/03/2019	FDR	10/10/2019	10/10/2019
1907	071125	09/28/2019	500 Payment	09/29/2019	FDR	10/10/2019	10/10/2019
1907	071125	09/03/2019	875 Payment	09/04/2019	FDR	09/10/2019	09/10/2019
1907	071125	08/19/2019	135 Payment	08/19/2019	FDR	09/10/2019	09/10/2019
1907	071125	07/31/2019	161 Payment	07/31/2019	FDR	08/10/2019	08/10/2019
1907	071125	06/08/2019	109.75 Payment	06/09/2019	FDR	06/10/2019	06/10/2019
1907	071125	05/18/2019	109.75 Payment	05/19/2019	FDR	06/10/2019	06/10/2019
1907	071125	04/24/2019	584.77 Payment	04/25/2019	FDR	05/10/2019	05/10/2019
1907	071125	04/09/2019	274.87 Payment	04/09/2019	FDR	04/10/2019	04/10/2019

Payment Date	Interest Rate At BK	Maturity Date
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0

Part 3: Arrearage as of Date of the Petition										Part 4: N	
Due	Escrow Deficiency For Funds Advanced2	Less Total Funds On Hand	Total Debt	Principal Interest Due	Prepetition Fees Due	Escrow Deficiency For Funds Advanced3	Projected Escrow Shortage	Less Funds On Hand	Total Prepetition Arrearage	Principal Interest	
\$351.00	\$0.00	\$0.00	\$8,954.30	\$1,832.00	\$351.00	\$0.00	\$0.00	\$0.00	\$2,183.00	\$0.00	\$0.00

Del No Of Cycles	Amt To Prin	Amt To Int	Amt To Fees	Principal Balance	Accrued Int	Fees And Charges Balance	Past Due	Payments Past Due
0	\$3,098.47	\$1.50	\$99.04	\$2,121.82	\$0.00	\$0.00	\$0.00	\$0.00
0	\$2,193.26	\$0.00	\$0.00	\$220.60	\$0.00	\$60.04	\$0.00	\$0.00
0	\$5,274.25	\$0.00	\$0.00	\$2,378.16	\$0.00	\$60.04	\$0.00	\$0.00
0	\$2,501.01	\$0.00	\$0.00	\$5,055.37	\$0.00	\$0.00	\$0.00	\$0.00
0	\$500.00	\$0.00	\$0.00	\$5,706.03	\$0.00	\$0.00	\$0.00	\$0.00
0	\$2,579.18	\$73.18	\$39.00	\$4,899.14	\$0.00	\$0.00	\$0.00	\$0.00
0	\$1,001.01	\$0.00	\$0.00	\$5,638.01	\$0.00	\$0.00	\$0.00	\$0.00
0	\$2,596.69	\$0.00	\$0.00	\$4,689.86	\$0.00	\$0.00	\$0.00	\$0.00
0	\$3,391.79	\$37.80	\$39.00	\$93.71	\$0.00	\$0.00	\$0.00	\$0.00
0	\$1,494.66	\$0.00	\$6.35	\$0.00	\$0.00	\$6.35	\$0.00	\$0.00
0	\$4,457.80	\$43.20	\$0.00	\$838.44	\$0.00	\$0.00	\$0.00	\$0.00
0	\$78.32	\$0.00	\$0.00	\$2,068.75	\$0.00	\$0.00	\$0.00	\$0.00
0	\$4,100.00	\$0.00	\$0.00	\$2,321.78	\$0.00	\$0.00	\$0.00	\$0.00
0	\$1,001.00	\$0.00	\$0.00	\$2,321.78	\$0.00	\$0.00	\$0.00	\$0.00
0	\$2,765.37	\$0.00	\$0.00	\$3,631.79	\$0.00	\$0.00	\$0.00	\$0.00
0	\$1,905.00	\$0.00	\$0.00	\$1,447.57	\$0.00	\$0.00	\$0.00	\$0.00
0	\$400.00	\$0.00	\$0.00	\$6,541.77	\$0.00	\$0.00	\$0.00	\$0.00
0	\$85.23	\$76.77	\$39.00	\$2,082.47	\$0.00	\$0.00	\$0.00	\$0.00



0	\$3,300.00	\$0.00	\$0.00	\$3,679.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$193.86	\$102.15	\$34.52	\$7,120.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$201.00	\$0.00	\$0.00	\$7,025.26	\$0.00	\$0.00	\$39.00	\$0.00	\$0.00
0	\$2,500.00	\$0.00	\$0.00	\$1,753.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$289.00	\$0.00	\$0.00	\$5,047.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$979.43	\$71.41	(\$39.00)	\$3,587.45	\$71.41	\$39.00	\$0.00	\$0.00	\$0.00
0	\$3,900.00	\$0.00	\$0.00	\$241.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$301.00	\$0.00	\$0.00	\$3,590.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$4,194.10	\$0.00	\$0.00	\$1,681.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$301.00	\$0.00	\$0.00	\$3,950.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$4,900.00	\$0.00	\$0.00	\$1,502.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$443.57	\$56.43	\$0.00	\$5,260.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$875.00	\$0.00	\$0.00	\$4,544.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$48.53	\$86.47	\$0.00	\$4,952.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$161.00	\$0.00	\$0.00	\$4,217.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$109.75	\$0.00	\$0.00	\$907.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$109.75	\$0.00	\$0.00	\$195.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$81.70	\$0.00	\$503.07	\$0.00	\$0.00	\$503.07	\$0.00	\$0.00	\$0.00
0	\$274.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Exhibit B -- Copy of PNC's Proof of Claim**

**Fill in this information to identify the case:**

Debtor 1 Nuzhet Khan

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: District of New Jersey

Case number 24-13523

**Official Form 410**  
**Proof of Claim**

04/22

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>																																																													
<u>PNC Bank, National Association</u> Name of the current creditor (the person or entity to be paid for this claim)																																																													
Other names the creditor used with the debtor _____																																																													
<b>2. Has this claim been acquired from someone else?</b>																																																													
<input checked="" type="checkbox"/> No																																																													
<input type="checkbox"/> Yes. From whom? _____																																																													
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<table border="1"><thead><tr><th colspan="3">Where should notices to the creditor be sent?</th><th colspan="3">Where should payments to the creditor be sent? (if different)</th></tr></thead><tbody><tr><td colspan="3"><u>PNC Bank, National Association</u></td><td colspan="3">Name _____</td></tr><tr><td colspan="3">Name _____</td><td colspan="3">Name _____</td></tr><tr><td colspan="3"><u>PO Box 94982</u></td><td colspan="3">Number _____ Street _____</td></tr><tr><td colspan="3">Number _____ Street _____</td><td colspan="3">Number _____ Street _____</td></tr><tr><td colspan="3"><u>Cleveland</u> <u>OH</u> <u>44101</u></td><td colspan="3">City _____ State _____ ZIP Code _____</td></tr><tr><td colspan="3">City _____ State _____ ZIP Code _____</td><td colspan="3">City _____ State _____ ZIP Code _____</td></tr><tr><td colspan="3">Contact phone <u>855-245-3814</u></td><td colspan="3">Contact phone _____</td></tr><tr><td colspan="3">Contact email <u>bankruptcy.claims@pnc.com</u></td><td colspan="3">Contact email _____</td></tr><tr><td colspan="6">Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</td></tr></tbody></table>	Where should notices to the creditor be sent?			Where should payments to the creditor be sent? (if different)			<u>PNC Bank, National Association</u>			Name _____			Name _____			Name _____			<u>PO Box 94982</u>			Number _____ Street _____			Number _____ Street _____			Number _____ Street _____			<u>Cleveland</u> <u>OH</u> <u>44101</u>			City _____ State _____ ZIP Code _____			City _____ State _____ ZIP Code _____			City _____ State _____ ZIP Code _____			Contact phone <u>855-245-3814</u>			Contact phone _____			Contact email <u>bankruptcy.claims@pnc.com</u>			Contact email _____			Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____					
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<b>4. Does this claim amend one already filed?</b>																																																													
<input checked="" type="checkbox"/> No																																																													
<input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____																																																													
Filed on _____ MM / DD / YYYY																																																													
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>																																																													
<input checked="" type="checkbox"/> No																																																													
<input type="checkbox"/> Yes. Who made the earlier filing? _____																																																													

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>1</u> <u>9</u> <u>0</u> <u>7</u>
7. How much is the claim? \$ <u>8,954.30</u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>Money Loaned</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.  Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)  Amount necessary to cure any default as of the date of the petition: \$ _____  Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**☒ No☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 5/30/2024  
MM / DD / YYYY

/s/ CYEITA ODOM

Signature

**Print the name of the person who is completing and signing this claim:**

Name	CYEITA	ODOM
	First name	Middle name Last name
Title	POC Specialist	
Company	PNC Bank, National Association	
	Identify the corporate servicer as the company if the authorized agent is a servicer.	
Address	PO Box 94982	
	Number	Street
	Cleveland	OH 44101
	City	State ZIP Code
Contact phone	855-245-3814	Email bankruptcy.claims@pnc.com

## **PROOF OF CLAIM ATTACHMENT REVOLVING**

**Debtor Name** Nuzhet Khan

**Case number** 24-13523

**Name of entity to whom the debt was  
owed at the time of the last transaction**

PNC Bank, N.A.

**Name of the entity from whom  
the creditor purchased the account**

NA

**Date of last transaction**

11/25/2021

**Date of the last payment**

11/25/2021

**Date account was charged to profit and loss**

8/31/2022

## POC ATTACHMENT NON REAL ESTATE

Debtor Name: Nuzhet Khan

Case Number: 24-13523

Principal	\$7,343.16
Interest	\$1,260.14
Fees	\$351.00
<b>TOTAL</b>	<b><u>\$8,954.30</u></b>



# Business Card

JA 05302024

Account # XXXX XXXX XXXX 1907  
Statement closing date 08/15/22  
New balance \$8,954.30  
\$ Total amount due \$3,648.30  
\$ Due date 09/10/22

## Questions?

## Your account summary

Previous balance	\$8,681.82	Total credit limit	\$7,500.00
Payment received	\$0.00	Total available credit	\$0
Purchases	\$0.00	Cash advance available credit	\$0
Credits	\$0.00		
Cash advances	\$0.00		
Late and overlimit fees	\$39.00		
Finance charges	\$233.48		
<b>New balance</b>	<b>\$8,954.30</b>		
<b>Past due amount - due now</b>	<b>\$1,832.00</b>		
Overlimit	\$1,454.30		
Minimum payment	\$362.00		
\$ <b>Total minimum payment</b>	<b>\$2,194.00</b>		
\$ <b>Total amount due</b>	<b>\$3,648.30</b>		
\$ <b>Due date</b>	<b>09/10/22</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
08/15	08/15		LATE FEE	\$39.00
08/15	08/15	*FINANCE CHARGE*	PURCHASES \$233.48 CASH ADVANCE \$0.00	233.48



PO BOX 3429  
PITTSBURGH PA 15230-3429

☐ Check here if address, phone or e-mail changes are indicated on reverse side

Account # XXXX XXXX XXXX 1907  
New balance \$8,954.30  
\$ Total amount due \$3,648.30  
\$ Due date 09/10/22

PAYMENT ENCLOSED

\$ \_\_\_\_\_

NUZHET KHAN  
TRUE GOAL LLC  
72 VAN REIPEN AVE STE 15  
JERSEY CITY NJ 07306-2806

Make check payable to:

PNC BANK  
PO Box 71335  
Philadelphia PA 19176-1335



## Terms and Conditions

**Making and crediting of payments** We provide several ways for you to make a payment:

- **Mail:** Send your payment to the P.O. Box printed on your statement coupon.
- **Online:** Sign on to your PNC Online Banking account at [REDACTED] and click on "Make a Payment" or "Pay Today" on the account activity screen for your account.
- **Phone:** Use our automated telephone payment service by calling the customer service phone number on the first page of this statement.

If you use one of the payment options listed above to make your payment and you comply with the additional payment requirements set out in this section, we will credit your payment as follows:

- Mailed payments received by 5:00 p.m. eastern time will be credited same day received.
- Payments made by 6:00 p.m. eastern time using our automated telephone payment service will be credited same day made.
- Payments made before midnight eastern time by signing on to your PNC Online Banking account and clicking on "Make a Payment" or "Pay Today" on the account activity screen for your account will be credited the same day made.
- Payments received/made after the above cut-off times will be credited the next day.

If you don't use one of the options listed above and/or don't comply with the following additional payment requirements, crediting of your payment may be delayed up to 5 days or your payment may be rejected.

**Additional payment requirements:** All payments must be in U.S. dollars and drawn on an account at a U.S. financial institution. You may not use a PNC Bank convenience check to make a payment on your account. When sending your payment by mail, you must use the envelope provided with your statement and include your statement coupon; make sure our address on the statement coupon is showing through the envelope window; do not send cash or include paper clips, staples, tape or other correspondence with your payment.

**Important information about Credit Availability:** In order to ensure there is enough time for a payment to clear the account on which it is drawn, we may not make the payment amount available to re-borrow for a period of 10 or 14 days, depending on the amount of the payment and other factors. Even if the payment amount is not available immediately, the payment will be credited on receipt if and as provided in the section called "Making and Crediting of Payments" above.

**Conditional Payments:** Any payment you send to us for less than the full balance marked with the words "Paid in Full" or similar language, must be sent to Customer Service, P.O. Box 3429, Pittsburgh, PA 15230-3429. We may refuse to accept such payments. If your payment is made to any other address, we may accept the payment without losing any of our rights. All other payments should be sent to the payment address printed on the remittance portion of the statement.

**Lost or Stolen Cards:** You must immediately report lost or stolen cards by calling the Customer Service number on the front of the statement.

**Grace Period:** You may avoid finance charges on the Purchases portion of your New Balance if you paid in full the New Balance showing on your previous statement and you pay in full the New Balance on your current statement. All payments must be received by the requested due dates to avoid finance charges. The grace period is not applicable to cash advances or balance transfers.

**Balance Calculation Method:** The balance calculation method we use for purchases, cash advances and balance transfers is described in the paragraphs that follow. However, please note: If you were a BBVA USA credit card account holder and, in accordance with the written instructions provided to you, rejected the changes to your account terms that were to take effect on October 8, 2021, please refer to your credit card agreement or contact the PNC Customer Care phone number on the front of your statement for balance calculation details.

**Balance Calculation for Purchases:** Finance charges on Purchases accrue from the date of each transaction. We figure finance charges for Purchases by applying the periodic rate for Purchases to the Average Daily Balance for Purchases. To get your Average Daily Balance for Purchases we take the beginning balance of Purchases for your Account each day, and unpaid finance charges and fees that apply to Purchases, add any new Purchases (if you have not paid in full your previous New Balance by the Due Date) and subtract any payments and credits that apply to Purchases. This gives us the Daily Balance for Purchases. Then we add all the daily balances for Purchases for the billing cycle and divide by the total number of days in the billing cycle. This gives us the Average Daily Balance for Purchases.

**Balance Calculation for Cash Advances:** A finance charge will be imposed on all Cash Advances from the date of each Cash Advance. We figure the finance charges for Cash Advances by applying the periodic rate for Cash Advances to the Average Daily Balance for Cash Advances. To get your Average Daily Balance for Cash Advances, we take the beginning balance of Cash Advances for your Account each day, and unpaid finance charges and fees that apply to Cash Advances, add any new Cash Advances, and subtract any payments and credits that apply to Cash Advances. This gives us the Daily Balance for Cash Advances. Then we add all the Daily Balances for Cash Advances for the billing cycle and divide by the total number of days in the billing cycle. This gives us the Average Daily Balance for Cash Advances.

**Balance Calculation for Balance Transfers:** A finance charge will be imposed on all Balance Transfers from the date each transfer check is written by us. We figure the finance charges for Balance Transfers by applying the periodic rate for Balance Transfers to the Average Daily Balance for Balance Transfers. To get your Average Daily Balance for Balance Transfers, we take the beginning balance of Balance Transfers for your Account each day, and unpaid finance charges and fees that apply to Balance Transfers, add any new Balance Transfers, and subtract any payments and credits that apply to Balance Transfers. This gives us the Daily Balance for Balance Transfers. Then we add all the Daily Balances for Balance Transfers for the billing cycle and divide by the total number of days in the billing cycle. This gives us the Average Daily Balance for Balance Transfers.

The finance charge may be determined by (1) multiplying each of the Average Daily Balances by the number of days in the billing cycle, (2) multiplying each of the results by the applicable daily periodic rate, and (3) adding each of these products together.

**Annual Fee Renewal Notice:** If your Credit Card Agreement provides for an annual fee, the annual fee will be reflected on your credit card statement once each year.

### IMPORTANT NOTICE

This is an attempt to collect a debt and any information obtained will be used for that purpose.

**Moving?** Please provide your new information below and also check the box on the front of the payment stub to ensure prompt handling.

Street address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Business phone \_\_\_\_\_ Cell phone \_\_\_\_\_

\*Email address \_\_\_\_\_

*\*This email address will be used to provide you with general communications and special offers.  
This change will not update your email address in any PNC Bank online service.*

Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	DAYS IN BILLING	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	31.240%	0.08558%	31	\$8,800.49	\$233.48
Cash advances	31.240%	0.08558%	31	\$0.00	\$0.00
					\$233.48

Important information - please read

Your account is currently closed.

